

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:

AMERIMARK INTERACTIVE, LLC *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 23-10438 (TMH)

(Jointly Administered)

Re: Docket Nos. 14, 147 & 254

**RESERVATION OF RIGHTS AND JOINDER OF AMERICAN SHIPPING CO., INC.  
TO LIMITED OBJECTION OF SAFA FASHIONWEAR LTD., MORAL FASHIONS  
LTD., BOONON KNITTING LTD., LAMMIM APPARELS LTD., J K SHIRT & FABRIC  
LTD. AND REAZ KNITWEAR LTD. TO MOTION OF DEBTORS FOR ENTRY  
OF ORDERS (I)(A) APPROVING BIDDING PROCEDURES FOR SALE OF  
SUBSTANTIALLY ALL OF DEBTORS' ASSETS FREE AND CLEAR OF LIENS,  
CLAIMS, INTERESTS, AND ENCUMBRANCES, (B) AUTHORIZING PROCEDURES  
TO DESIGNATE STALKING HORSE BIDDER(S), (C) SCHEDULING AN AUCTION  
AND APPROVING THE FORM AND MANNER OF NOTICE THEREOF,  
(D) APPROVING ASSUMPTION AND ASSIGNMENT PROCEDURES,  
(E) SCHEDULING A SALE HEARING AND APPROVING THE FORM AND  
MANNER OF NOTICE THEREOF, AND (F) GRANTING RELATED RELIEF;  
AND (II)(A) APPROVING THE SALE OF THE DEBTORS' ASSETS FREE AND  
CLEAR OF LIENS, CLAIMS, INTERESTS, AND ENCUMBRANCES, (B) APPROVING  
THE ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS AND  
UNEXPIRED LEASES, AND (C) GRANTING RELATED RELIEF**

American Shipping Co., Inc. ("American Shipping"), by and through its undersigned counsel, hereby submits this reservation of rights and joinder ("Reservation of Rights and Joinder") to the *Limited Objection of Safa Fashionwear Ltd., Moral Fashions Ltd., Boonon Knitting Ltd., Lammim Apparels Ltd., J K Shirt & Fabric Ltd. and Reaz Knitwear Ltd.* (the "Secured Vendors") to *Motion of Debtors for Entry of Orders (1)(A) Approving Bidding Procedures for Sale of Substantially All of the Debtors' Assets Free and Clear of Liens, Claims,*

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<sup>1</sup> The Debtors in these Chapter 11 Cases, along with the Debtors' federal tax identification number (if applicable), are: AmeriMark Interactive, LLC (8556), AmeriMark Intermediate Sub, Inc. (0032), AMDRL Holdings, Inc. (8195), AmeriMark Intermediate Holdings, LLC (N/A), AmeriMark Direct, LLC (9045), Dr. Leonard's Healthcare, LLC (0683), and L.T.D. Commodities LLC (4665). The corporate headquarters and the mailing address for the Debtors is 6862 Engle Road, Cleveland, Ohio 44130-7910.

*Interests, and Encumbrances , (B) Authorizing Procedures to Designate Stalking Horse Bidder(s), (C) Scheduling an Auction and Approving the Form and Manner of Notice Thereof, (D) Approving Assumption and Assignment Procedures, (E) Scheduling a Sale Hearing and Approving the Form and Manner of Notice Thereof, and (F) Granting Related Relief; and (II)(A) Approving the Sale of the Debtors' Assets Free and Clear of Liens, Claims, Interests, and Encumbrances, (B) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases, and (C) Granting Related Relief [Docket No. 254] ("Limited Objection")*.<sup>2</sup> In support of this Reservation of Rights and Joinder, American Shipping respectfully states as follows:

### **RESERVATION OF RIGHTS AND JOINDER**

1. American Shipping reserves all rights with regard to any and all claims it has or may have against the Debtors. Specifically, American Shipping provided services to the Debtors prior to and after the Debtors filed for bankruptcy, beginning in 2016. The provision of American Shipping's services to the Debtors, and the Debtors' obligations, are governed by the Customer Profile and Agreement as supplemented by the NCBFAA Terms & Conditions of Service (collectively, the "Terms and Conditions"), attached hereto as **Exhibit A**.

2. Pursuant to the Terms and Conditions, American Shipping maintains certain claims against the Debtors, including a secured claim "for all charges, expenses or advances owed to" American Shipping. See Exhibit A at paragraph 14. American Shipping continues to incur such charges on an ongoing basis (the "Charges").

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<sup>2</sup> Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Limited Objection.

3. In addition to any secured claims on account of the Charges, American Shipping also maintains general unsecured claims, and administrative expense claims in an amount of no less than \$338,573.08.<sup>3</sup>

4. American Shipping joins in and supports the Secured Vendors in their Limited Objection.

5. To the extent applicable, American Shipping incorporates the Secured Vendors' arguments in the Limited Objection as its own. American Shipping reserves the right to supplement this Reservation of Rights and Joinder.

WHEREFORE, for the reasons set forth herein and in the Limited Objection, the Court should (1) deny the Sale Motion as to the Freight, or (2) alternatively require the Buyer to pay for the Freight and any and all Charges in consideration of the release of the Freight, and (3) provide such other relief as the Court deems just and proper.

Dated: May 31, 2023

**MORRIS JAMES LLP**

/s/ Brya M. Keilson

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<sup>3</sup> American Shipping will be filing proofs of claim and a motion for payment of any and all administrative claims.